



U.S. Department
of Transportation
**Federal Railroad
Administration**

SEP 25 1989 -2 45 PM

INTERSTATE COMMERCE COMMISSION

400 Seventh St., S.W.
Washington, D.C. 20590

September 25, 1989

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

RECORDATION NO.

6690-00000
FILED 1423

SEP 25 1989 -2 45 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO.

6690-00000

Dear Ms. McGee:

SEP 25 1989 -2 45 PM

INTERSTATE COMMERCE COMMISSION

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

1. a Security Agreement, a primary document made as of October 5, 1983 ("Security Agreement"), which replaces the Security Agreement of January 29, 1975, which was filed under Recordation No. 6690. Included in the property covered by the aforesaid Security Agreement is all of the rolling stock owned by the National Railroad Passenger Corporation ("Amtrak") at the date of said Security Agreement or thereafter acquired by it or its successors.

2. an Amended and Restated Subordination Agreement and Consent to Superior Obligation and Lien, a secondary document dated as of September 1, 1989 ("Subordination Agreement"). The primary document to which this secondary document is connected is the Security Agreement of October 5, 1983, which is to be recorded under Recordation No. 6690.

3. a Release of Mortgage and Consent, a secondary document dated as of September 1, 1989 ("Release"). The primary document to which this secondary document is connected is the Security Agreement of October 5, 1983, which is to be recorded under Recordation No. 6690.

The parties to the Security Agreement are Amtrak as Mortgagor and the Federal Railroad Administrator as Mortgagee. The parties to the Subordination Agreement are the Export Development Corporation ("EDC") as Senior Mortgagee, the Federal Railroad Administrator as Junior Mortgagee, and Amtrak as a consenting party. The parties to the Release are the Federal Railroad Administrator as Mortgagee and Amtrak and EDC as consenting parties.

The addresses of the parties to the above-referenced documents are:

William F. Ebel
cc sent to [unclear]

Export Development Corporation
Place Export Canada
151 O'Connor Street
P. O. Box 655
Ottawa, Canada K1P 5T9

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street S.W.
Washington, D. C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

The railway equipment covered by the Subordination Agreement consists of up to one hundred and four (104) passenger rail coaches and food service cars, and the railway equipment covered by the Release consists of eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

Because the referenced documents are being filed on behalf of an agency of the United States, the undersigned requests that all filing fees be waived. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

Security Agreement between the National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D. C. 20002 ("Amtrak") and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S. W., Washington, D. C. 20590, dated as of October 5, 1983 and covering all rolling stock owned by Amtrak. Included in the property covered by the aforesaid Security Agreement is the rolling stock owned by Amtrak at the date of said Security Agreement or thereafter acquired by it or its successors.

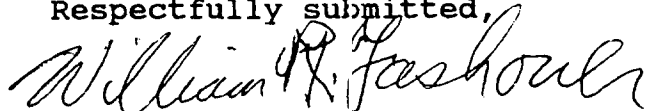
Amended and Restated Subordination Agreement and Consent to Superior Obligation and Lien pertaining to the Security Agreement with Recordation No. 6690 dated as of September 1, 1989 and covering up to one hundred and four

(104) passenger rail coaches and food service cars to be acquired by the National Railroad Passenger Corporation.

Release of Mortgage and Consent pertaining to the Security Agreement with Recordation No. 6690 dated as of September 1, 1989 and covering eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54,000 to 54,071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

The undersigned is one of the attorneys for the Federal Railroad Administrator.

Respectfully submitted,

A handwritten signature in cursive script, reading "William R. Fashouer". The signature is written in dark ink and is positioned above the printed name and title.

William R. Fashouer
Attorney - Adviser

Interstate Commerce Commission
Washington, D.C. 20423

9/25/89

OFFICE OF THE SECRETARY

William R. Fashouer
U.S Dept Of Transp.
Federal Railroad Administration
4007th St. S.W.
Washington, D.C. 20590

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/25/89 at 2:45pm, and assigned recordation number(s). 6690-MMM, 6690-NNNN & 6690-000

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO

6690-0000

FILED 1485

SEP 25 1989 -2 45 PM

INTERSTATE COMMERCE COMMISSION

EXECUTION COPY

RELEASE OF MORTGAGE AND CONSENT

Dated as of September 1, 1989

by the

FEDERAL RAILROAD ADMINISTRATOR
of the
DEPARTMENT of TRANSPORTATION

EIGHTY-SIX (86) INTER-CITY PASSENGER
RAIL COACHES AND EIGHTEEN (18) FOOD SERVICE
RAIL CARS MANUFACTURED BY
BOMBARDIER CORPORATION

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SIGNATURE PAGE

ANNEX A - DEFINITIONS

[RELEASE AND CONSENT]

RELEASE OF MORTGAGE AND CONSENT

THIS RELEASE OF MORTGAGE and CONSENT dated as of September 1, 1989 made by the FEDERAL RAILROAD ADMINISTRATOR for himself and on behalf of the Secretary of the Department of Transportation (hereinafter called the "FRA"), in favor of NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (hereinafter called "Amtrak").

W I T N E S S E T H :

WHEREAS, Amtrak has executed and delivered the FRA Note;

WHEREAS, to secure the FRA Note, Amtrak assigned to the FRA pursuant to the FRA Security Agreement all of Amtrak's right, title and interest in and to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, to finance the purchase of certain rolling stock, Amtrak has entered into the Loan Agreement with EDC and to secure its obligations thereunder has executed the EDC Security Agreement (Mortgage) in favor of EDC;

WHEREAS, pursuant to the Subordination Agreement, the FRA's interests in such rolling stock under the FRA Security Agreement have been subordinated to the interests of EDC under the EDC Security Agreement (Mortgage);

WHEREAS, the FRA Security Agreement and the EDC Security Agreement (Mortgage) have been recorded as mortgages with the ICC;

WHEREAS, financing statements with respect to the EDC Security Agreement have been filed in certain public offices in the States of Illinois, Indiana, Vermont and Washington, D.C.;

WHEREAS, the Subordination Agreement has been or will be filed with the ICC;

WHEREAS, Amtrak desires to enter into the Overall Transaction which contemplates, among other things, that (1) Amtrak will lease the Items of Equipment to the Owner Trustee

[RELEASE AND CONSENT]

from time to time pursuant to the Lease, which grants to the Owner Trustee a right to purchase each such Item of Equipment for \$1.00 at certain times specified therein, (2) the Owner Trustee will simultaneously sublease such Items of Equipment to Amtrak pursuant to the Sublease, which grants to Amtrak the right to acquire the Owner Trustee's interests in such Items of Equipment under the Lease, including the Owner Trustee's purchase option relating thereto, for fair market value not to exceed a specified amount at certain times set forth therein, (3) Amtrak will have, subject to the terms and conditions of the Sublease, the sole use and possession of the Equipment for the term of the Sublease, (4) in order to secure its obligations under the Lease, the Sublease and each other Operative Document to which Amtrak is a party, Amtrak may grant to the Owner Trustee, pursuant to the Lessee Security Agreement, a lien on (a) the Items of Equipment which have been subjected to the Lease, (b) Amtrak's interests under the Lease and (c) Amtrak's interests under the Sublease, which liens and the Lease shall be subordinate to the interests of EDC under the EDC Security Agreement and (5) the Owner Trustee may grant, pledge and assign as security, among other things, its interest in such Items of Equipment and certain of its interests in the Lease, the Sublease and the Lessee Security Agreement to the Indenture Trustee to secure the Secured Notes, which will be secured in addition by the prior lien of the EDC Security Agreement on such Items of Equipment in accordance with the EDC Security Agreement Supplement;

WHEREAS, Section 304(d) of the Rail Passenger Service Act, 45 USC § 501 et seq., prohibits Amtrak from incurring an obligation with a liquidation interest superior to preferred stock issued to the Secretary or secured by a lien on the property of Amtrak without the consent of the Secretary; and

WHEREAS, in order to implement the Overall Transaction, the parties thereto require Amtrak to obtain this Release and Consent from the FRA and the FRA is willing to provide this Release and Consent to Amtrak in connection with the Overall Transaction;

NOW, THEREFORE, in consideration of the foregoing, the benefits and advantages to be derived by the FRA, the sum of one dollar paid to the FRA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FRA hereby agrees as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Release and Consent, including the preceding

recitals, have the respective meanings specified therefor in Annex A hereto.

Section 2. Interpretations. All references in this instrument to designated "Sections" and other subdivisions are, unless otherwise specified, to the designated Sections and subdivisions of this instrument. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Release and Consent. Words importing persons include firms, associations and corporations; all words importing the singular number include the plural number and vice versa; and all words importing the masculine gender include the feminine gender.

Section 3. Release of Lien. The FRA, on its own behalf and on behalf of the Secretary, does hereby irrevocably, expressly and unconditionally release and discharge, unto Amtrak and its successors and assigns, effective at such time as any Item of Equipment becomes subject to the Lease and the Sublease, all right, title, interest, claim and demand whatsoever that the FRA may have through or under the FRA Security Agreement and the Subordination Agreement, in, to and in respect of such Item of Equipment and rights and properties related thereto, including, without limitation, (a) all rents, income, revenues, profits and benefits at any time attributable to possession of title to such Item of Equipment, (b) any proceeds of insurance required to be maintained at any time by Amtrak pursuant to the Sublease covering loss or damage to such Item of Equipment, (c) any award at any time resulting from or payable with respect to any condemnation, confiscation, seizure or other requisition of title or use of such Item of Equipment by any governmental or other authority and, in each case to the extent that Section 12.2 of the Sublease provides that the Owner Trustee acquires title therein at any time, (d) any nonseverable improvements and any required severable improvements with respect to such Item of Equipment; and the FRA hereby quitclaims all said right, title, interest, claims and demands, unto Amtrak and its successors and assigns, forever, free and discharged from the liens and security interests under the FRA Security Agreement and the Subordination Agreement. Notwithstanding the foregoing, if Amtrak at any time acquires the Leasehold Interest with respect to any Item of Equipment by purchase pursuant to Section 16 of the Sublease, this Release and Consent shall not be deemed to have released any lien on such Item of Equipment from and after such acquisition and such lien shall be reinstated and recorded through all appropriate documents.

Section 4. Consent to the Overall Transaction and Subordination of Preferred Stock. The FRA, on behalf of the Secretary, consents for the purposes of Section 304(d) of the Rail Passenger Service Act (45 U.S.C. 544(d)) to Amtrak's entering into the Overall Transaction including, without limitation, Amtrak's granting of a security interest in the Items of Equipment to the Owner Trustee under the Lessee Security Agreement and the FRA agrees that the interests of EDC, the Owner Trustee and the Indenture Trustee in connection with the Overall Transaction may include, and the FRA authorizes Amtrak to grant, liquidation interests in the property of Amtrak as contemplated in the Overall Transaction superior to the liquidation interest of any preferred stock issued to the Secretary.

Section 5. Amendments to Operative Documents. The FRA hereby expressly acknowledges, consents and agrees, at any time and from time to time, without the consent of or notice to the FRA, without incurring responsibility to the FRA and without impairing or releasing any of the Owner Trustee's rights, or any of the obligations of the FRA hereunder to the extent permitted by law, to changes in the Operative Documents which do not alter or which do not affect the rights and obligations of the FRA as described herein or in the FRA Security Agreement.

Section 6. Representations and Warranties. The FRA represents and warrants to Amtrak, EDC and the other parties to the Overall Transaction that (a) the FRA is the sole holder of the FRA Note, (b) the FRA has full power and authority to act on behalf of the Secretary as provided herein, (c) the execution and delivery of this Release and Consent, and the performance by the FRA and the Secretary of their respective obligations hereunder, are within their respective powers and have been duly authorized by all necessary administrative actions applicable thereto, (d) this Release and Consent constitutes a legal, valid and binding obligation of the FRA and the Secretary enforceable against the FRA and the Secretary in accordance with its terms and (e) neither the execution and delivery of this Release and Consent nor performance by the FRA of its obligations hereunder will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it is now subject, and are not in violation of any law, statute, regulation or decree applicable thereto. The FRA agrees, for the benefit of EDC, that with respect to any lien referred to in the last sentence of Section 3 hereof or otherwise, the Subordination Agreement shall continue in full force and effect with respect to the

[RELEASE AND CONSENT]

Secured Notes or any other indebtedness secured by the EDC Security Agreement.

Section 7. Amendments. This Release and Consent may be amended only by an agreement in writing signed by the FRA, the Owner Trustee, Amtrak and EDC, and shall specifically refer to itself as an amendment hereto. In the event of any conflict between the terms of this Release and Consent and the other Operative Documents, the terms of this Release and Consent shall prevail with respect to the rights and obligations of the FRA.

Section 8. Governing Law. The interpretation of this Release and Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia or, to the extent the Federal law of the United States of America is applicable, such Federal law.

Section 9. Consent. Amtrak hereby consents and agrees to the terms of this Release and Consent.

[RELEASE AND CONSENT]

IN WITNESS WHEREOF, the undersigned duly authorized
FRA has executed this Release and Consent by signing it as of
September 1, 1989.

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary of the Department
of Transportation

By: 

Name: Susan M. Coughlin

Consent:

NATIONAL RAILROAD PASSENGER CORPORATION

By: 

Name: Richard I. Klein

Title: Treasurer

Accepted:

EXPORT DEVELOPMENT CORPORATION

By: _____

Name: W. James Brockbank

Title: Area Manager

[SIGNATURE PAGE]

[RELEASE AND CONSENT]

IN WITNESS WHEREOF, the undersigned duly authorized
FRA has executed this Release and Consent by signing it as of
September 1, 1989.

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary of the Department
of Transportation

By: _____
Name:

Consent:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Richard I. Klein
Title: Treasurer

Accepted:

EXPORT DEVELOPMENT CORPORATION

By: W. James Brockbank
Name: W. James Brockbank
Title: Area Manager

[SIGNATURE PAGE]

[RELEASE AND CONSENT]

DISTRICT OF COLUMBIA)
 : SS.
CITY OF WASHINGTON)

Before me, a Notary Public in and for the District of Columbia, appeared in person the within named Susan M. Coughlin ^{Acting} Federal Railroad Administrator of the Department of Transportation, to me personally known, who stated that she is duly authorized to execute the foregoing instrument for herself and on behalf of the ^{Federal Railroad Administrator and the} Secretary of the Department of Transportation, and further stated and acknowledged that she had executed the foregoing instrument for herself and on behalf of the ^{Federal Railroad Administrator and the} Secretary of the Department of Transportation as a free and voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of September, 1989.

Harold E. Finney
Notary Public

[SEAL]

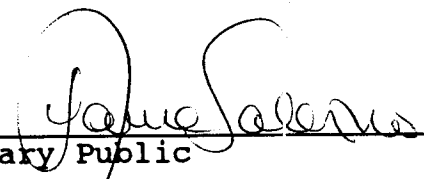
My commission expires:

Feb. 15, 1990

[RELEASE AND CONSENT]

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 14th day of September, 1989, before me personally appeared Richard I. Klein, to me personally known, who, being by me duly sworn, did say that he is a Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION and that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Notary Public

My commission expires

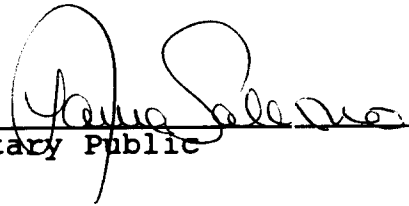
LAURENCE J. SALERNO
NOTARY PUBLIC New York
County of County
Commission Expires

July 31, 1991

[RELEASE AND CONSENT]

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 14th day of September, 1989, before me personally appeared W. James Brockbank, to me personally known, who, being by me duly sworn, did say that he is Area Manager of EXPORT DEVELOPMENT CORPORATION and that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Notary Public

My commission expires

NOTARY JAMES BROCKBANK New York
No. 4148
Qualified in October 1989
Commission Expires ~~March 31, 1991~~
July 31, 1991

ANNEX A TO
RELEASE AND CONSENT

DEFINITIONS

The following terms shall have the following meanings for all purposes of the Release and Consent (as modified, amended or supplemented from time to time) to which this Annex A is appended:

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and its successors and assigns, also known as Lessor.

"Drawdown Note" means that certain demand note issued by Lessor on June 30, 1988 pursuant to the Loan Agreement.

"EDC" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada.

"EDC Loan Agreement" means the Loan Agreement as supplemented by the Loan Agreement Supplement and as further modified, amended or supplemented from time to time.

"EDC Security Agreement" means the EDC Security Agreement (Mortgage) as supplemented by the EDC Security Agreement Supplement and as further modified, amended or supplemented from time to time.

"EDC Security Agreement (Mortgage)" means that certain Security Agreement (Mortgage) dated as of June 30, 1988 by and between Amtrak and EDC.

"EDC Security Agreement Supplement" means that certain EDC Security Agreement (Mortgage) Supplement dated as of July 15, 1989 between the Lender and Amtrak.

"Equipment" means, to the extent that a Lease Supplement and a Sublease Supplement shall have been executed and delivered with respect thereto in accordance with the Operative Documents, each of the eighty-six (86) inter-city passenger rail coaches, and the up to eighteen (18) food service rail cars expected to be subjected to the Lease and the Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other

equipment or components of any nature installed thereon, and replacements thereof (individually, an "Item" or "Item of Equipment" and, collectively, the "Equipment" or "Items of Equipment").

"FRA" means the Federal Railroad Administrator of the Department of Transportation.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"ICC" means the United States Interstate Commerce Commission or any successor agency thereto.

"Indenture" means that certain Trust Indenture and Security Agreement dated as of July 15, 1989, between Owner Trustee and Indenture Trustee as originally executed or modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including, without limitation, an indenture supplement substantially in the form of Appendix B to the Indenture.

"Indenture Trustee" means The Connecticut National Bank, a national banking association, and its permitted successors and assigns.

"Item", "Item of Equipment" and "Items of Equipment" have the meanings set forth under "Equipment".

"Lease" means that certain Lease of Railroad Equipment dated as of July 15, 1989 between Amtrak, as lessor, and Owner Trustee, as lessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered

into between Lessor and Lessee (collectively, the "Lease Supplements").

"Leasehold Interest" with respect to an Item of Equipment means the rights thereto of Lessee created under the Lease.

"Lender" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada, and its permitted successors and assigns.

"Lessee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as lessee under the Lease, and its permitted successors and assigns.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of July 15, 1989 by and between Amtrak and Owner Trustee as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement, entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease, and its successors and assigns as such.

"Loan Agreement" means that certain Loan Agreement, dated as of June 30, 1988, between Amtrak and EDC.

"Loan Agreement Supplement" means that certain Loan Agreement Supplement dated, as of July 15, 1989 between the Lender and Amtrak.

"Operative Documents" means the Participation Agreement, the Trust Agreement, the Indenture, any Indenture Supplement, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes, the Warranty Assignment, the Release and Consent, the FRA Subordinated Security Agreement, the Lessee

Security Agreement and any Lessee Security Agreement Supplement, collectively.

"Overall Transaction" means the leveraged lease arrangements and transactions contemplated by and reflected in the Operative Documents.

"Owner Participant" means Chrysler Capital Corporation, a Delaware corporation, and its successors and assigns.

"Owner Trustee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, and its successors and assigns.

"Participation Agreement" means that certain Participation Agreement dated as of July 15, 1989 among Amtrak, Owner Participant, Lender, Owner Trustee and Indenture Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.), as amended from time to time.

"Release and Consent" means that certain Release of Mortgage and Consent dated as of September 1, 1989 by the FRA as originally executed.

"Secretary" means the Secretary of the Department of Transportation.

"Secured Note" means and "Secured Notes" mean all of the notes of Owner Trustee, substantially in the form thereof specified in Appendix A to the Indenture, as authenticated and delivered pursuant to the Indenture.

"Sublease" means that certain Sublease of Railroad Equipment dated as of July 15, 1989, between Owner Trustee, as sublessor, and Amtrak, as sublessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Event of Default", when used in the Indenture, means an Event of Default.

"Sublease Supplement" means a supplement to the Sublease substantially in the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

"Sublessee" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak in its capacity as sublessee under the Sublease, and its successors and assigns.

"Sublessor" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as expressly provided in the Operative Documents, in its capacity as sublessor under the Sublease, and its successors and assigns.

"Subordination Agreement" means that certain Subordination Agreement and Consent to Superior Obligation and Lien dated as of June 30, 1988 by and between Amtrak, the FRA and EDC, as amended and restated as of September 1, 1989.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement dated as of July 15, 1989, between Owner Participant and Amtrak, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Trust Agreement" means that certain Trust Agreement dated as of July 15, 1989, between Owner Participant and Wilmington Trust Company, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Warranty Assignment" means that certain Warranty Assignment dated as of July 15, 1989 between Amtrak, as assignor, and Owner Trustee, as assignee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.